

UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

Plaintiff

vs.

Just Inn Transition, Inc

Defendant

CIVIL NO. 2:22-cv-873

COMPLAINT

The United States of America, on behalf of its Agency, the Secretary of Housing and Urban Development, by its specially appointed counsel, Rebecca A. Solarz of KML LAW GROUP, P.C., represents as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C. 1345.
2. The last-known address of the Defendant, Just Inn Transition, Inc (“Defendant”) is 215 Leila Street, , Pittsburgh, PA 15211.
3. On or about July 08, 1998, at the special instance and request of Just Inn Transition, Inc, the United States of America, acting through the Secretary of Housing and Urban Development, (“Plaintiff”), loaned to the Defendant the sum of \$476,903.00 pursuant to the provisions Section 221 of the National Housing Act (12 U.S.C. 17151).

4. As evidence of the indebtedness, Defendant has executed and delivered to the Plaintiff, a Promissory Note dated July 08, 1998 in the amount of \$476,903.00. A true and correct copy of the Note is attached and incorporated as Exhibit “A” (“Note”).

5. Defendant, for the purpose of securing the Plaintiff against loss, did execute and acknowledge to the Plaintiff, on or about July 08, 1998, a Real Estate Mortgage which granted and conveyed, and mortgaged the real property described in the Mortgage to the Plaintiff. The Real Estate Mortgage was duly recorded on July 09, 1998 with the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, in Book 17754 Page 3. A true copy of the Real Estate Mortgage is attached and incorporated as Exhibit “B” (“Mortgage”).

6. Plaintiff is the owner and holder of the Note and Mortgage and they have not been assigned.

7. The property secured by the Mortgage is known as 215 Lelia Street Pittsburgh, PA 15211 and is more fully described in the legal description attached and incorporated as Exhibit “C” (“Property”). The property subject to foreclosure is within the jurisdiction of this Court.

8. The Note and Mortgage are in default as Defendant have failed or refused to comply with the provisions of the Note and Mortgage, as follows: (a) failure to maintain the Property, (b) failure to provide required financial statements, and (c) failure to maintain property taxes.

9. Due to the breaches of the provisions and conditions of the Note and Mortgage, the Plaintiff elects to declare the entire amount of the indebtedness of the Note and Mortgage to be immediately due and payable.

10. As of December 14, 2021, the principal due is \$476,903.00, and the interest due is \$89,498.94, for a total of \$566,401.94, plus all other amounts due and owing under the Note and Mortgage.

11. A Notice of Intention to Foreclosure as required by the terms of the Mortgage, as applicable, has been sent to the Defendant(s). Copies of the notice(s), redacted to remove confidential account information, are attached hereto as Exhibit "D" and made a part hereof.

12. No other action has been brought at law or in equity to enforce the provisions of the Note and Mortgage, and that all conditions precedent to the bringing of the action have been performed or have occurred.

WHEREFORE, the Plaintiff demands judgment as follows:

Defendant and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all rights, claims, lien, and equity of redemption in the mortgaged premises; the Property may be decreed to be sold according to law; the monies arising from the sale be brought into Court; Plaintiff be paid the amount adjudged due with interest thereon to the time of such payment, together with costs and expenses of this action and expenses of the sale so far as the amount of such money applicable thereto will pay the same; the Plaintiff shall have such other and further relief, or both, in the property as shall be just and equitable.

United States of America by and through
its specially assigned counsel
KML Law Group, P.C.

By: /s/Rebecca A. Solarz, Esq.
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EXHIBITS

“A” NOTE

“B” MORTGAGE

“C” PROPERTY DESCRIPTION

“D” NOTICE OF INTENTION TO FORECLOSE